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) INSTRUMENT	T PREPARED BY L HOME MORTGAGE (	TGOLEGNOO	CACE
HE PRODENITAL	. HOME MURIGAGE (	DOMPARA INTO ICT	GAGE
INNEAPOLIS, M	INNESOTS 55402		17771 22
THIS MO	DRTGAGE ('Security I:	astrument") is given on	APRIL 22,
1988 . The m			NARRIED PERSON
***************************************	ARD 5	USAN A. ROTH	, A SPIRSIER
***************************************		***************************************	***************************************
***************************************		('Rottover'	This Security Instrument is given to
THE PRUD	ENTIAL HOME M	ORTGAGE COMP	ANY . which is erganized and en
under the laws of	THE STATE OF	NEW YORK	and whose address is
8000 MAR	RYLAND AVENUE,	SUITE 1400,	CLAYTON, MISSOURI 63105
Danaman area 1	andre the principal co.	ONE HUNDR	ED THENTY-THO THOUSAND FOUR
HUNDRED	AND NOVIDO	*	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Dollars (U.S. S			). This debt is evidenced by Borrower's
dated the same d	Into a this Committee Inst	terment (*) Cote*) - schi	ich provides for monthly payments, with the full debt.
and ordine due	and payable on MAY	21, 20	18 This Security Instru
secures to 1 emile	er (a) the emperorment of	the debt existenced by	y the Note, with interest, and all renewals, extension
			advanced under paragraph 7 to protect the security
			ce venants and agreements under this Security Instrumen
the Note For th	de aucasse Rossaves	does hereby morteage	grant and convey to Lender the following described pro
	is parpose. Donoue.		County, Ii
			AND MAYE A PART HEREOF.
	- 33 - 107- 046 - '' '' ''		
14-	-33 - 107-040	2-1001	C 2
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		1300	<i>A</i> ,
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	T	HIS IS A PURC	CHASE MONEY MORTGAGE
	7		
THE MORTGA	GOR(S) AGREE	TO PAY A LATE	E PAYMENT SERVICE CHARGE NOT TO
EXCEED FOU	R (4) CENTS F	OR EACH DOLLA	AR (\$1.00) FOR EACH PAYMENT MORE
THAN FIFTE	EN (15) DAYS	IN ARREARS TO	COVER THE EXTRA EXPENSE INVOLV
	G DELINQUENT	PAYMENTS.	
عسطيله	Spill Units		
;	2226 H	BURLING	CHICAGO
Indiana the est t	11:55 191		
which has the add		(Street)	(City)
which has the add		(Street) ("Property Ad	(City)

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property. \$17.00 MAIL

foregoing is referred to in this Security Instrument as the 'Property.'

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ('Funds') equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called 'escrow items.' Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analysing the account or verifying the escrow items, unless Lender pays. Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no later than immediately prior in the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payricuts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note: second, to prepayment charges due under the Note: third, to amounts payable under paragraph 2: fourth, to interest due; and last, to principal due.

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the namer provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person of ed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lieu which has priority over this Security Instrument unless Borrower! (a) agrees in writing to the payment of the obligation secured by the lieu in a manner acceptable to Lender: (b) contests in good faith the lieu by, or defends against enforcement of the lieu in. legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lieu or forfeiture of any part of the Property; or (c) secures from the helder of the lieu an agreement satisfactory to Lender subordinating the lieu to ur's Security Instrument. If Lender determines that any part of the Property is subject to a lieu which may attain priority or this Security Instrument, Lender may give Borrower a notice identifying the lieu. Borrower shall satisfy the lieu or take to or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements low existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coulage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and to, the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall belief a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, we rower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall a e-prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be upplied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's secretary is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess vair to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds or retain or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day per of will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be rinterest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

S. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dur date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrow: Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of ar ortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shill not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modif: amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assign's Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bit and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend modify, forbear or make any accommodation: if the regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (1,) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may the use to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If y effend reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the Peps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Berrower provided for in this Security Insular ont shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another meth A. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal tax, and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this fecurity Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security in anyment or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borroweri (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument () ithout further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, re-scalable attorneys' fees and costs of title evidence.

20. Lender in Possession. Apon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed).

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of ents, including, but not limited to, receiver's fees, premiums on receiver's bonds

and reasonable attorneys' fees, and then to the sun's so ured by this Security Instrument.

21. Release. Upon payment of all sums occured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all night of homestead exemption in the Property.

23. Riders to this Security Instrument. If one of more riders are executed by Berrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (Check applicable box(es))

Adjustable Rate Rider	X Condo	milio a Riđer	2 - 4 Famil	Rider
Graduated Payment Rider	Planne	d Unit De el pment Rider		
Other(s) (specify)		20		
BY SIGNING BELOW, Borrower accepts	and agrees to the	erms and covenants or , thined	in this Security Instrum	ent and in
any rider(s) executed by Borrower and recorded w	ಸಚಿ 1ಒ			
	(Scal)	arne & Po	16)	(Sezi)
	-Borrower	ARNE S. ROSEN	ı Ox	-Borrower
***************************************	(Seal)	Sween a. Rot		(Sc2) <u>T</u>
	-Borrower	SUSAN A. ROTE	Ö	.څهه
	(Seal)			(Sez!) 🛪
	-Borrower			-ವರ್ಷವರ್ಷನ <i>್ನಿ</i> -
	nana Salmu Thire I ma S	nt		

Property of Cook County County

88194247

#### SCHEDULE A

TO SECURITY INSTRUMENT DATED APRIL 22, 1988 BETWEEN ARNE S. ROSEN AND SUSAN A. ROTH AND THE PRUDENTIAL HOME MORTGAGE COMPANY.

DOOD THE Unit Numbers 1 and "B" in 2226 North Burling Condominium, as delineated on a survey of the Collowing described real estate: Lot 37 in the Subdivision of the West 1/2 of Block 9 in the Canal Trustees' Subdivision of Section 13, Township 40 North, Range 14 East of the Third Principal Meridian; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as k Co
County Clerk's Office Document No. 25190196; together with its undivided percentage interest in the common elements, in C. ok County, Illinois.

PIN #14-33-107-046-1001 PIN #14-33-107-046-1006

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# UNOFFICIAL COPY ... . 0506338

THIS CONDOMINIUM RIDER is made this22	day of	APRIL		19_88 .
and is incorporated into and shall be deemed to amend an "Security Instrument": of the same date given by the under				
THE PRUDENTIAL HOME MORTGAGE CO	MPAHY			
(the "Lender") of the same date and covering the Property	described in th	e Security Instru	ment and located at:	
2226 N BURLING CHICAGO, IL 600		<del></del>		
The Property includes a unit in, together with an uncknown as:	rty Address) divided interest	in the common o	elements of, a condomis	nium projec
2226 N BURLING	nsominium Projest			
the "Condominium Project"). If the owners association or Association") holds title to property for the benefit or Borrower's interest in the Owners Association and the use	other entity who	ich acts for the imbers or ishare!	nolders, the Property a	
CONDOMINIUM COVENANTS. In addition to the cover and Lender further covenant and agree as follows:	nants and agree	ements made in	the Security Instrumen	t. Borrower
A. Condominium Co'igntions. Borrower shall perform constituent Documents" are "Constituent Documents" are condominium Project: (ii) by laws; (iii) code of regulation bay, when due, all dues and a seesments imposed pursuant	re the: (i) Declis; and (iv) othe	aration or any commercial desiration of the commercial desiration	ther document which	creates the
B. Hazard Insurance. So long as the Owners Association "blanket" policy on the Condominium Project which is simounts, for the periods, and again (the hazards Lender extended coverage, "then:	satisfactory to Le requires, inclu	ender and which iding fire and h	provides insurance covenatards included within	erage in the the term
(i) Lender waives the provision in Uniform Covenant fremium installments for hazard insurance on the Property (ii) Borrower's obligation under Uniform Covenant Statisfied to the extent that the required coverage is provide	r, and To maintain haz	ard insurance co	verage on the Property	
Borrower shall give Lender prompt notice of any arise it	in required haza	rd insurance cov	erage.	
In the event of a distribution of hazard insurance procedule hether to the unit or to common elements, any procedule hether for application to the sums secured by the Security	s payable to Bo	frower are berel	ov assigned and shall	e Property, be paid to
C. Public Liability Insurance. Borrower shall take such a laintains a public liability insurance policy acceptable in fo				Association
O. Condemnation. The proceeds of any award or clair connection with any condemnation or other taking of all lements, or for any conveyance in lieu of condemnation, hall be applied by Lender to the sums secured by the Secu-	or any part of are hereby ass	the Property, whi igned, and shall !	ether of the unit or of the paid to Lender. Suc	ne common
E. Lender's Prior Consent. Borrower shall not, excepther partition or subdivide the Property or consent to:  (i) The abandonment or termination of the Condom	ninium Project.	except to ar and	onment or termination re	equired by
w in the case of substantial destruction by fire or other comain;	•			
(ii) any amendment to any provision of the Constitue (iii) termination of professional management and (iv) any action which would have the effect of re- wners Association unacceptable to Lender.	assumption of	self-managemen	t of the Owners Associated	ciation; or
F. Remedies. If Sorrower does not pay condominium dispursed by Lender under this Paragraph F sha strument. Unless Sorrower and Lender agree to other terrishment at the Note rate and shall be payable, with integrations.	all become addi ms of payment,	tional debt of 3 these amounts s	orrower's cured by the hall bear increase from t	Security the date of
BY SIGNING BELOW. Borrower accepts and agrees to  Grane A. Roden (Seal)  -52rrower	the terms and	provisions contr	tined in this Condomini	um Ride
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-Borrower			-So.	rower x
ARNE S. ROSEN	SUSAR	A. ROTH		-
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